

**NOTICE OF SALE BY SUBSTITUTE TRUSTEE**

WHEREAS, Dick R. Thomas and Eleanor Gill executed that certain Land Deed of Trust ("Deed of Trust 1") dated May 24, 2005 to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which deed of trust was recorded on June 15, 2005 at Book 2,237, Page 15, in the Office of the Chancery Clerk of Desoto County, Mississippi; and

WHEREAS, Dick R. Thomas and Eleanor A. Gill executed that certain Real Estate Deed of Trust ("Deed of Trust 2"), dated August 27, 2011, to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which deed of trust was made as a renewal and extension of Deed of Trust 1, and which deed of trust was recorded on August 30, 2011 at Book 3,336, Page 301, in the Office of the Chancery Clerk of Desoto County, Mississippi; and

WHEREAS, Deed of Trust 2 was re-recorded on October 31, 2011 at Book 3,359, Page 140 in the Office of the Chancery Clerk of Desoto County, Mississippi; and

WHEREAS, the aforesaid, BancorpSouth Bank, the holder of Deed of Trust 1, Deed of Trust 2, and Deed of Trust 2, as re-recorded, and the promissory note(s) secured thereby, substituted Brett A. Schubert, as Trustee therein, and in each, as authorized by the terms thereof, and of each instrument, by that certain Appointment of Substitute Trustee executed on December 10, 2014, and recorded in the Office of the Chancery Clerk of Desoto County, Mississippi, at Book 3,914, Page 47; and

WHEREAS, default having been made in the terms and conditions of Deed of Trust 1 and Deed of Trust 2 and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deeds of trust, and the legal holder of said indebtedness, BancorpSouth Bank, having requested the undersigned Substitute Trustee to execute the trust and sell the land and property described in the deeds of trust in accordance with

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the terms of same for the purpose of raising the sums due thereunder, together with attorney's fees and costs, Substitute Trustee's fees, and the expenses of sale.

NOW, THEREFORE, I, Brett A. Schubert, Substitute Trustee, will, on the 21st day of January, 2015, offer for sale and will sell at public outcry, to the highest bidder for cash, within legal hours (being between the hours of 11 A.M. and 4 P.M.) at the East front door of the County Courthouse at Hernando, County of Desoto, Mississippi, the following described property lying and being situated in the County of Desoto, Mississippi:

Part of the Harvey A. Watson, Jr. 3.6 acre tract in the Northeast Quarter of Section 25, Township 2 South, Range 8 West, Desoto County, Mississippi.

Beginning at a point, said point being in the centerline of Old Highway 51, 362 feet northwestwardly from the intersection of the said centerline of Old Highway 51, and the centerline of Nesbit Road as measured along the said centerline of Old Highway 51, thence continue northwestwardly along said centerline 141.85 feet to a point; thence go westwardly with an interior angle of 110 degrees 25 minutes along a fence dividing subject tract and the Marbry tract 243.5 feet to a point; thence with an interior angle of 94 degrees 44 minutes 11 seconds go southwestwardly 162.09 feet along a fence dividing subject tract and the Montgomery tract to a point, thence with an interior angle of 79 degrees 55 minutes 49 seconds go eastwardly 307.7 feet to the point of beginning. Said tract contains 1.0 acres more or less, less right of way dedication for Old Highway 51.

Tax Parcel: 2087-2500.0-00014.01; Municipally known as: 670 Old Hwy 51, Nesbit, Mississippi.

The sale of the aforesaid property, which was described in and conveyed by and through Deed of Trust 1 and Deed of Trust 2, shall be made subject to any and all matters a present and accurate survey of the property may show; the rights of any tenant(s) in possession with leasehold interest(s) which are not subordinate to the lien of Deed of Trust 1 and/or extinguished by the sale; any and all instruments of record in the Desoto County Chancery Clerk's Office, including, but not limited to, all prior liens, rights of way, building lines, covenants, easements, restrictions, and encumbrances of record, if any; and any and all unpaid taxes and assessments,

including penalties and interest, if any. I WILL CONVEY only such title as is vested in me as Substitute Trustee. The right is reserved to adjourn the date of sale to another date or time without further publication, upon announcement at the time for the above.

WITNESS MY SIGNATURE, this 23<sup>rd</sup> day of December, 2014.



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Brett A. Schubert, Substitute Trustee  
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